

responsibility of expeditiously liquidating the Partnership. The Partners shall promptly proceed to wind up the affairs of the Partnership, and after payment (or making provision for payment) of liabilities owing to creditors shall cause the remaining net assets to be distributed to the partners as follows:

(a) In the event there are any amounts owing to a Partner by the Partnership, as a loan or loans as hereinabove provided, such amounts shall be repaid to such partner out of the next available net assets.

(b) The remaining net assets, if any, shall be distributed to the Partners in proportion to their respective interest in the ownership of the assets of the Partnership. In the event that upon such dissolution the assets of the Partnership are insufficient to pay and discharge all obligations and liabilities of the Partnership each Partner shall contribute as a capital contribution to the Partnership a percentage of the aggregate amount of such insufficiency required by the Partnership to pay and discharge in full all such obligations and liabilities, in proportion to his ownership of the assets of the Partnership.

15. General Matters:

Each of the Partners shall be faithful unto the other and shall at all times keep the other fully informed as to all matters relating to the affairs of the Partnership and render every assistance in carrying on the business of the Partnership to their mutual advantage. Neither Partner shall conduct his personal or business affairs in such a manner as to bring criticism upon the credit standing of the Partnership or any of the Partners connected therewith. Except where superseded by the above set forth provisions contained in the Agreement, the terms of this Partnership shall be controlled by the Uniform Partnership Act of the State of South Carolina. The terms and conditions hereof shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, executors and administrators.

16. Managing Partner:

The Managing Partner exclusively shall have authority to give, assign, transfer, mortgage, grant a security interest in or sell any asset of the Partnership and enter into an agreement affecting the Partnership, \*\* (continued pg. 2)

17. Duties of each Partner:

Each Partner shall devote sufficient time, effort, interest and ability to provide for the successful operation of the Partnership business.

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